



Tantus Technologies, Inc. (GS-35F-0433W)

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-51 Information Technology Professional Services

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D316	IT Network Management Service

Note 1:

All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2:

Offerors and Agencies are advised that the Group 70 Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3:

This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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Contract Number: GS-35F-0433W
Period Covered by Contract: May 7, 2010 to May 7, 2015

General Services Administration
Federal Supply Service
Pricelist current through Modification #A377, dated May 28, 2014.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

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1 INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering:
Karlene Stecchi
501 School Street, SW
Suite 400
Washington, DC 20024
Kstecchi@tantustech.com

Payment:
Accounts Payable
501 School Street
Suite 400
Washington, DC 20024
APTantus@tantustech.com

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency will agree to use the credit card for dollar

amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Telephone: (202) 567-2751

Fax: (877) 408-9968

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: **11300644**

Block 30: Type of Contractor - **A.Small Disadvantaged Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN): **010715592**

4a. CAGE Code: **1Y5T6**

4b. Contractor has registered with the Central Contractor Registration Database- **Yes**

5. FOB Destination

6. DELIVERY SCHEDULE

(a) TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-51</u>	<u>30</u> Days
<u> </u>	<u> </u> Days

(b) URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **0%** - **NET 30** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity – **N/A**
- c. Dollar Volume – **.5% for each \$100,000 up to \$500,000**

- d. Government Educational Institutions – **N/A**
- e. Other – **N/A**

8. TRADE AGREEMENTS ACT OF 1979, as amended

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is **\$100**.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information

concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

(a) For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

(b) The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT APPLICABLE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:
The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

2 TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

FDPS SERVICE CATEGORIES

- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D316 IT Network Management Services

3 PRICING FOR IT PROFESSIONAL SERVICES AND LABOR CATEGORY DESCRIPTIONS

3.1.1 LABOR CATEGORY PRICING

Labor Category	GSA Hourly Rate (Including IFF)
Program Manager	\$165.25
Project Manager	\$150.03
Project Control Specialist	\$81.94
Subject Matter Expert	\$256.73
Programmer/Analyst	\$123.28
Senior System Engineer	\$118.88
System Engineer	\$92.45
Senior Programmer	\$108.00
Maintenance Programmer/Tester	\$92.61
Programmer	\$100.00
Senior Network Engineer	\$119.07
Network Engineer	\$69.70
Senior Database Administrator	\$157.29
Database Administrator	\$105.48
Functional Writer	\$68.10
Information Security Engineer (Sr.)	\$172.25
Information Security Engineer (Int.)	\$136.43
Information Security Engineer	\$103.07
Information Security Analyst (Sr.)	\$161.21
Information Security Analyst (Int.)	\$121.34
Information Security Analyst	\$85.79
Application Developer	\$126.26
Senior Technical Consultant	\$172.50
Technical Consultant	\$146.00
Technical Architect	\$200.58
Help Desk/Desk Side Specialist	\$62.18

3.1.2 LABOR CATEGORY DESCRIPTIONS

Commercial Job Title:	Program Manager
Minimum/General Experience:	Ten (10) years general experience in business administration, including (5) years specialized experience supervising and managing government projects.
Functional Responsibility:	Acts as the overall lead, manager, and administrator for the contract effort. Serves as the primary interface and point of contact with Government program authorities and representatives on technical and program/project issues. Supervises program/project operations by developing procedures, planning, and directing execution of the technical, programming, maintenance, and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements.
Minimum Education:	Bachelor’s Degree.

Commercial Job Title:	Project Manager
Minimum/General Experience:	Six (6) or more years of experience in business and project administration, including three (3) years of specialized experience in supervising and managing information technology and/or engineering projects.
Functional Responsibility:	Assists Program Manager with the technical and personnel management of the contract effort. Understands the specialized technical nature of the contract effort, provides daily technical guidance and direction to support staff. Under supervision of the Program Manager, directs staff in large projects or multiple simultaneous, on-going projects according to project deliverables and milestones. Demonstrates ability to analyze problems and requirements, and to develop solutions within the complex environment.
Minimum Education:	Bachelor's Degree
Commercial Job Title:	Project Control Specialist
Minimum/General Experience:	Two (2) years of related experience.
Functional Responsibility:	Assists in developing plans, including budgets and schedules, to meet contractual/project requirements for several major portions of a program. Ensures compliance with internal procedures and government regulations. Monitors progress of program requirements. Provide weekly and monthly transactional and pricing support to programs. Participates in contract performance variance analysis and risk analysis, prepares reports as required.
Minimum Education:	Associate's Degree
Commercial Job Title:	Subject Matter Expert
Minimum/General Experience:	The SME will usually have fifteen (15) years experience in the relevant field, or a combination of relevant experience coupled with specialized education or subject matter experience. Concentrated hands-on experience in the specific discipline of the subject matter field required by a customer task order.
Functional Responsibility:	This position performs in highly specialized subject areas, such as satellite telecommunications, information assurance, financial systems, BPR, human factors engineering, and systems design or engineering. The SME provides technical and/or specialized guidance concerning complex problems or challenges in the subject matter field. Performs analysis and studies, prepares reports, and gives presentations. Works independently or as a member of a team.
Minimum Education:	Bachelor's Degree

Commercial Job Title: **Programmer/Analyst**

Minimum/General Experience: Six (6) years information technology analysis experience.

Functional Responsibility: Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Analyzes information TO BE processes. Defines and analyzes problems and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specification. Develops, in conjunction with end users, system alternative solutions.

Minimum Education: Bachelor's Degree

Commercial Job Title: **Senior System Engineer**

Minimum/General Experience: Eight (8) or more years applicable to progressively related experiences that may include systems design engineering and integration of complex hardware/software systems.

Functional Responsibility: Develops and applies advanced methods, theories, and research techniques to define engineering requirements, guidance and direction for implementation, and testing of complex and advanced information systems requiring expert application of advanced knowledge. May plan, conduct, and technically direct projects or major phases of significant projects, coordinating the efforts of engineers and technical support staff in the performance of assigned projects. Conducts investigations of considerable complexity.

Minimum Education: Bachelor's Degree

Commercial Job Title: **System Engineer**

Minimum/General Experience: Five (5) years related experience that may include system design and hardware/software integration.

Functional Responsibility: Develops and applies advanced methods, theories, and research techniques to define engineering requirements, guidance and direction for implementation, and testing of information systems. May assess architecture and current hardware limitations, define and design complex system specifications, input/output processes and working parameters for hardware/software compatibility. May coordinate design of subsystems and integration of total system.

Minimum Education: Bachelor's Degree

Commercial Job Title: Senior Programmer

Minimum/General Experience: Six (6) or more years of increasingly complex and responsible systems analysis experience.

Functional Responsibility: Applies expert systems analysis and design techniques to complex system development in a specialized design area and/or resolves unique or unyielding problems in existing complex systems by applying new technology. Reviews user requirements and provides direction in the identification of problem and potential resolution. Provides analytical support in the conceptualization, development, and implementation of complex, multiple, inter-linked systems. Defines system objectives and prepares system design specifications to meet user requirements. Formulates logical statements of user requirements and develops solutions through application of systems and methods engineering techniques. Reviews alternate approaches and selects appropriate methodology. May be responsible for the employment, training, and direction of assigned employees.

Minimum Education: Bachelor's Degree

Commercial Job Title: Maintenance Programmer/Tester

Minimum/General Experience: Four (4) years IT experience including three (3) years programming experience.

Functional Responsibility: Tests software products and user documentation for consistency, accuracy, and functionality to ensure a high level of product quality. Responsible for quality assurance of software developed by other groups; documents the result of the quality assurance activities; prepares test plans for each project; and participates in user acceptance. Experience with various programming languages, database applications, operating systems, and testing and quality assurance tools. Must have experience in formal software testing, including requirement analysis, test readiness, unit/system testing, regression testing, preparing test plans, and quality assurance. Experience with process mapping, application, and system development required.

Minimum Education: Bachelor's Degree

Commercial Job Title: Programmer

Minimum/General Experience: Four (4) or more years of programming experience.

Functional Responsibility: As a technical expert, develops broad computer systems and/or conducts critical studies central to the success of extensive technical or diversified computer requirements. Reviews and prioritizes user needs and analyzes project costs and feasibility. Develops systems analysis standards and methodology consistent with technical requirements. Schedules systems analysis staff to obtain proper response in a timely manner. Reviews recommendations for systems improvement.

Minimum Education: Bachelor's Degree

Commercial Job Title:	Senior Network Engineer
Minimum/General Experience:	Six (6) years experience in hardware, software, and/or other communications technical support services.
Functional Responsibility:	Designs, installs, and maintains networks that link numerous computing platforms, operating systems, network topologies, and network protocols. Leads the design, development, and testing of hardware, software, and systems used as integral components of LAN/WAN data communication systems. Leads the integration and installation of hardware, software, and systems used as components in LAN/WAN data communication systems. Leads in operations and maintenance training for hardware, software, and systems used in LAN/WAN data communications systems. In-depth knowledge of network management tools, techniques, and procedures. Experienced in developing, monitoring, and reporting network performance metrics.
Minimum Education:	Bachelor's Degree

Commercial Job Title:	Network Engineer
Minimum/General Experience:	Three (3) years of general experience in network engineering.
Functional Responsibility:	Evaluates, installs, configures, tests, and updates networking hardware and software. Advises application developers, users, and consultants on optimal use of networks. Monitors use of networks, adjusts configurations, and designs and implements system enhancements to achieve optimal use of resources and/or user performance. Analyzes and resolves network problems, including functional, as well as performance issues. Evaluates, installs, and maintains system-level software, including local modifications to operating system software or system level software. Maintains documentation on networking capabilities and equipment for internal groups, network, and technical management. Works with documentation staff to provide material for the production of user documentation.
Minimum Education:	Bachelor's Degree

Commercial Job Title:	Senior Database Administrator
Minimum/General Experience:	Eight (8) years experience in programming database systems.
Functional Responsibility:	Applies knowledge of computer science concepts and techniques in the design, development, installation, and maintenance of relational databases to satisfy engineering, scientific, or business data acquisition and management challenges. Develops and maintains necessary public synonyms, database links, and user access controls. Provides database tuning and monitoring to ensure effective and efficient data access to include comparison of performance ratios, tuning of memory configuration, disk I/O, and application software, design, and maintenance of the physical layout of the databases and calculating disk space requirements for database tables and indexes. Responsible for segments or phases of broader, more complex projects.
Minimum Education:	Bachelor's Degree

Commercial Job Title:	Database Administrator
Minimum/General Experience:	Four (4) years experience in programming database systems.
Functional Responsibility:	Applies knowledge of computer science concepts and techniques in the design, development, installation, and maintenance of relational databases to satisfy engineering, scientific, or business data acquisition and management challenges. Develops and maintains necessary public synonyms, database links, and user access controls. Provides database tuning and monitoring to ensure effective and efficient data access to include comparison of performance ratios, tuning of memory configuration, disk I/O, and application software, design, and maintenance of the physical layout of the databases and calculating disk space requirements for database tables and indexes. Responsible for segments or phases of broader, more complex projects.
Minimum Education:	Bachelor's Degree

Commercial Job Title:	Functional Writer
Minimum/General Experience:	Three (3) to five (5) years of experience utilizing document preparation and work processing software applications.
Functional Responsibility:	Perform research, write, publish, and control manuals for equipment, system operation, and maintenance. Ensures documents utilize correct style and format. Incorporates data into technical documentation. Prepare preliminary editions of manuals for Government review, receives and incorporate comments and corrections and produces final editions of the manuals.
Minimum Education:	Bachelor's Degree

Commercial Job Title:	Information Security Engineer (Sr.)
Minimum/General Experience:	Eight (8) or more years applicable of progressively complex related experiences that may include systems design engineering and integration of complex hardware/software systems.
Functional Responsibility:	Ability to develop complex security protection policies and procedures. Thorough knowledge of current security regulatory requirements. Implement and execute IT protection procedures. Develop frameworks and procedures for accomplishing security program. Performs Certification and Accreditation (C&A) security evaluations and day-to-day security risk assessment of IT infrastructure, including all systems, networks and connectivity, and assists with application of security risk mitigating controls. Researches, analyzes, experiments, and applies different means of system compromise and penetration testing, and provides documentation for developments of potential security issues. Conducts computer and network forensic investigations where breaches of security are detected. Formulates and communicates highly technical and complex security concepts to technical and non-technical audiences in a clear and effective manner.
Minimum Education:	Bachelor's Degree

Commercial Job Title: Information Security Engineer (Int.)

Minimum/General Experience: Five (5) or more years of applicable progressively complex related experiences that may include systems design engineering and integration of complex hardware/software systems.

Functional Responsibility: Performs day-to-day security risk assessment of IT infrastructure, including all systems, networks, and connectivity, and assists with application of security risk mitigation controls. Assesses and develops security solutions in the areas of security policy, security architecture, audits, and vulnerability assessments. Researches and documents new tools and techniques for current and future usage within systems and networks. Researches, analyzes, experiments, and applies different means of system compromise and penetration testing, and provides documentation for developments of potential security issues. Conducts computer and network forensic investigations where breaches of security are detected. Formulates and communicated highly technical and complex security concepts to technical and non-technical audiences in a clear and effective manner.

Minimum Education: Bachelor's Degree

Commercial Job Title: Information Security Engineer

Minimum/General Experience: Three (3) or more years applicable progressively complex related experiences that may include systems design engineering and integration of complex hardware/software systems.

Functional Responsibility: Performs day-to-day security risk assessment of IT infrastructure systems and assists with application of security risk mitigating controls. Assesses security solutions in the areas of security policy, security architecture, audits, and vulnerability assessments. Researches and documents new tools and techniques for current and future usage within systems. Researches and analyzes different means of system compromise and penetration testing, and provides documentation for developments of potential security issues. Assists with computer and network forensic investigations where breaches of security are detected. Formulates and communicates highly technical and complex security concepts to technical and non-technical audiences in a clear and efficient manner.

Minimum Education: Bachelor's Degree

Commercial Job Title:	Information Security Analyst (Sr.)
Minimum/General Experience:	Eight (8) years related experience that may include data security practices and procedures. Must have excellent knowledge of database administration, programming and systems analysis procedures, and a thorough knowledge of database software and operating systems.
Functional Responsibility:	Will monitor, evaluate, and maintain systems and procedures to safeguard internal information systems and databases. Researches, recommends, and implements changes to enhance systems security. Educates and communicates security requirements and procedures to all users and new employees. Identifies potential threats and responds to reported security incidents/violations. Determines cause of security violations and recommends corrective actions. Researches, recommends, and implements changes to procedures and systems to enhance systems security. Assists in the development of and conducts periodic system security tests. May also perform complex analyses on test results and prepares reports on this information for management.
Minimum Education:	Bachelor's Degree

Commercial Job Title:	Information Security Analyst (Int.)
Minimum/General Experience:	Five (5) years of related experience that may include data security practices and procedures. Must have excellent knowledge of database administration, programming and systems analysis procedures, and a thorough knowledge of database software and operating systems.
Functional Responsibility:	Will monitor, evaluate, and maintain systems and procedures to safeguard internal information systems and databases. Researches, recommends, and implements changes to enhance systems security. Educates and communicates security requirements and procedures to all users and new employees. Identify potential threats and responds to reported security incidents/violations. Determines cause of security violations and recommends corrective actions. Researches, recommends, and implements changes to procedures and systems to enhance systems security. Assists in the development of and conducts periodic system security tests. May also perform complex analyses on test results and prepares reports on this information for management,
Minimum Education:	Bachelor's Degree

Commercial Job Title:	Information Security Analyst
Minimum/General Experience:	Three (3) years of related experience that may include data security practices and procedures. Must have excellent knowledge of database administration, programming and systems analysis procedures, and a thorough knowledge of database software and operating systems.
Functional Responsibility:	Will monitor, evaluate, and maintain systems and procedures to safeguard internal information systems and databases. Researches, recommends, and implements changes to enhance systems security. Communicates security requirements and procedures to all users and new employees. Assists in identifying potential security threats. Assists in determining cause of security violations and prepares recommendations for corrective actions. Researches changes to procedures and systems to enhance systems security. Assists in the development of and conducts periodic system security tests.
Minimum Education:	Bachelor's Degree
Commercial Job Title:	Application Developer
Minimum/General Experience:	Five (5) years of related experience.
Functional Responsibility:	Requirements gathering, design, development, testing, and documentation. Develop end-to-end designs for web interfaces, reporting, and analysis components of projects. Provide advice and guidance on appropriate applications, reporting, and analysis architecture. Develop web portals, applications, and other user interface components. Provide incident resolution support, including incident investigation, impact, and resolution. Maintain application availability. Monitor application in production environment through the use of manual and automated tools.
Minimum Education:	Bachelor's Degree
Commercial Job Title:	Senior Technical Consultant
Minimum/General Experience:	Seven (7) years of related experience.
Functional Responsibility:	Provide consulting services drawing upon observed best practices and industry standards. Possess domain specific experience with the specific systems, workflows, technologies, etc. Implement strategic information technology processes/technologies to enable customers to improve performance and sustainability. Provides feedback and input on solution improvements. Provides training to customers and users. Experience managing a team of personnel and project management is required.
Minimum Education:	Bachelor's Degree

Commercial Job Title:	Technical Consultant
Minimum/General Experience:	Five (5) years of related experience.
Functional Responsibility:	Provide consulting services drawing upon observed best practices and industry standards. Possess domain specific experience with the specific systems, workflows, technologies, etc. Implement strategic information technology processes/technologies to enable customers to improve performance and sustainability. Provides feedback and input on solution improvements. Provides training to customers and users.
Minimum Education:	Bachelor's Degree.

Commercial Job Title:	Technical Architect
Minimum/General Experience:	Ten (10) years of related experience.
Functional Responsibility:	Strong technology, development, design and architecture skills are required. Serves as a technical leader across multiple projects. Provides ongoing improvements for overall technical methodologies and processes. Presents solutions and recommendations to the customer. Evaluates rising technology applications and components and provides feedback to the team. May manage a team of developers. Ability to troubleshoot difficult technical problems independently.
Minimum Education:	Master's Degree

Commercial Job Title:	Help Desk/Desk Side Specialist
Minimum/General Experience:	Two (2) years of related experience.
Functional Responsibility:	Serve as the point of contact for troubleshooting information technology problems. Resolve problems by providing corrective instructions and consulting with coworkers and vendors. Improve programs by notifying programmers of problems and making recommendations for problem resolution. Maintain help desk database by entering caller statistics, inquiries and responses, while also providing statistical information as requested, identifying trends, and making suggestions for preventive action.
Minimum Education:	Associate's Degree

4 USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Tantus Technologies, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

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